



**The Commonwealth of Massachusetts  
Executive Office of Public Safety  
and Security**

Office of Grants & Research  
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Boston, Massachusetts 02116

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[www.mass.gov/eops](http://www.mass.gov/eops)

**Deval L. Patrick**  
Governor

**Timothy P. Murray**  
Lieutenant Governor

**Mary Elizabeth  
Heffernan**  
Secretary

**Ellen J. Frank**  
Executive Director

March 18, 2011

Chief Michael Kent  
Burlington Police Department  
45 Center Street  
Burlington, MA 01803

Dear Chief Kent:

Enclose is a copy of your executed contract for the FFY 2011 Automated License Plate Reader Grant Program. Also enclosed are the scope of services and budget agreement.

**Please be sure to review all of these materials as they contain important grant-related information.** This contract runs through June 30, 2011.

The Executive Office of Public Safety and Security, Highway Safety Division is pleased to be working with your department on this program.

If you have any questions, please contact me at 617-725-3307 or Dan DeMille at 617-725-3341 or [Daniel.DeMille@state.ma.us](mailto:Daniel.DeMille@state.ma.us). Congratulations on your award.

Sincerely,

Sheila Burgess  
Director, Highway Safety Division

Enclosures

## COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office for Administration and Finance (AEF), the Office of the Comptroller (CTR) and the Contract Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and hyperlinks (links), please view this form at: [www.mass.gov/oea](http://www.mass.gov/oea) under Guidance For Vendors - Forms or at [www.mass.gov/oea](http://www.mass.gov/oea) under OSD Forms.

→ <b>Contract Legal Name</b> (and d/b/a): <u>Burlington Police Department</u> → <b>Legal Address</b> (from W-9): <u>45 Carrier Street, Burlington, MA 01803</u> → <b>Payment Remittance Address</b> (from W-9): → <b>Contract Manager</b> : <u>Michael Keel</u>		Department <b>MMARS Alpha Code and Name</b> : <u>Executive Office of Public Safety and Security</u> → <b>Current Mailing Address</b> : <u>10 Park Plaza, Suite 3720, Boston, MA 02118</u> → <b>Billing Address</b> (if different): → <b>Contract Manager</b> : <u>Paul Garity</u>	
→ <b>E-Mail Address</b> : <u>mkent@bpd.org</u> → <b>Phone</b> : <u>781-305-4920</u> → <b>Fax</b> : <u>781-270-1920</u> → <b>TTY</b> :		→ <b>E-Mail Address</b> : <u>paul.garity@state.ma.us</u> → <b>Phone</b> : <u>617-725-3372</u> → <b>Fax</b> : <u>617-725-0260</u> → <b>TTY</b> :	
→ <b>State of Incorporation</b> (if a corporation) or "N/A": → <b>Vendor Code</b> : → <b>MMARS Object Code</b> :		→ <b>MMARS Doc ID</b> : → <b>RFR/Procurement or Other ID Number</b> (if applicable): → <b>Accounting Funding Contract</b> :	
<b><u>X</u> NEW CONTRACT</b> <b>COMPENSATION</b> (Check only one): → <u>X</u> <b>Total Maximum Obligation</b> of this Contract \$ <u>16,950</u> → <u>  </u> <b>Rate Contract</b> (Attach details of rate(s) units and any calculations): The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> for this Contract has been executed and filed with CTR (Check only one): → <u>  </u> Commonwealth Terms And Conditions → <u>  </u> Commonwealth Terms And Conditions For Human And Social Services <b>PROCUREMENT OR EXCEPTION TYPE</b> (Check one option only): → <u>  </u> Single Department Procurement/Single Department User Contract → <u>  </u> Single Department Procurement/Multiple Department User Contract → <u>  </u> Multiple Department Procurement/Limited Department User Contract → <u>  </u> Statewide Contract (OSD or an OSD-designated Department) → <u>X</u> <b>Grant</b> (as defined by 815 CMR 2.00) → <u>  </u> Emergency Contract (attach justification) → <u>  </u> Contract Employee (Complete <b>Contractor Status Form</b> ) → <u>  </u> Collective Purchase (attach OSD approval) → <u>  </u> Legislative/Legal Exemption (attach authorizing language) → <u>  </u> Other (Specify and attach documentation):		<b><u>  </u> CONTRACT AMENDMENT/RENEWAL</b> ENTER <b>CURRENT CONTRACT START</b> and <b>END DATES</b> (prior to amendment) Current Start Date: _____ Current End Date: _____ <b>COMPENSATION</b> (Check Either "No Compensation Change", "Maximum Obligation" or "Rate change" ATTACH Amended Scope and Budget to support Amendment.) → <u>  </u> <b>No Compensation Change</b> (Skip to "OTHER" section below and select change) → <u>  </u> <b>Redistribute Budget Line Items</b> (No Maximum Obligation Change) → <u>  </u> <b>Maximum Obligation Change</b> a) <b>Current Total Contract Maximum Obligation</b> : \$ _____ (Total Current Maximum Obligation, including all prior amendments). b) <b>Amendment Amount</b> ("+" or "-"): \$ _____ c) <b>NEW TOTAL CONTRACT MAXIMUM OBLIGATION</b> : \$ _____ → <u>  </u> <b>Rate Changes to Rate Contract</b> <b>OTHER</b> (Check option, explain under "Brief Description" below, and attach documentation.) → <u>  </u> <b>Amend Duration Only</b> (No Compensation or Performance Change) → <u>  </u> <b>Amend Scope of Services/Performance Only</b> (No budget impact.) → <u>  </u> <b>Interim Contract</b> (Temporary Extension to complete new Procurement) → <u>  </u> <b>Other</b> (Describe Details and Attach documentation):	
<b>ANTICIPATED START DATE</b> : <u>February 14, 2011</u> (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <b>CONTRACT END DATE</b> : <u>June 30, 2011</u>		<b>ANTICIPATED START DATE</b> : _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.) <b>NEW CONTRACT END DATE</b> : _____	
→ <b>PROMPT PAYMENT DISCOUNTS</b> : Contractor has agreed to the following Prompt Pay Discounts for the latest Payment Issue Dates. See <u>Prompt Payment Discount Policy</u> . → <u>  </u> % Within 10 Days → <u>  </u> % Within 15 Days → <u>  </u> % Within 20 Days → <u>  </u> % Within 30 Days. OR, Check off the following if: → <u>X</u> Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT</b> (Reference to attachments is insufficient): To administer the FFY 2011 Automated License Plate Reader Grant Program under the direction of the Executive Office of Public Safety and Security.			
<b>CERTIFICATIONS</b> : Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certification, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at <a href="http://www.mass.gov/oea">www.mass.gov/oea</a> under Guidance For Vendors - Forms or at <a href="http://www.mass.gov/oea">www.mass.gov/oea</a> under OSD Forms, the terms of the attached <u>Instructions</u> , the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. <b>THE PARTIES HEREBY ALSO CERTIFY THAT</b> (Check one option only): 1. → <u>  </u> the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR 2. → <u>  </u> any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</b> : → <u>X</u> <u>Michael R. Keel</u> , Date: <u>2-14-11</u> (Signature and Date Must Be Handwritten At Time of Signature) → <b>Print Name</b> : <u>Michael R. Keel</u> → <b>Print Title</b> : <u>Chief of Police</u>		<b>AUTHORIZING SIGNATURE FOR THE DEPARTMENT</b> : → <u>X</u> <u>Ellen Frank</u> , Date: <u>2-17-11</u> (Signature and Date Must Be Handwritten At Time of Signature) → <b>Print Name</b> : <u>Ellen Frank</u> → <b>Print Title</b> : <u>Executive Director, Office of Grants and Research</u>	



## INSTRUCTIONS

The following instructions to the **Standard Contract Form** are provided to assist both Contractors and Commonwealth Departments with the interpretation and completion of the **Standard Contract Form**. These instructions, including policies, procedures and legal references, are incorporated by reference into the **Standard Contract Form**. The **Standard Contract Form** is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard boilerplate is not already prescribed by statute, regulation or policy.

The **Standard Contract Form** is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include in the hierarchy of precedence: (1) the applicable **Commonwealth Terms and Conditions** or the **Commonwealth Terms and Conditions for Human and Social Services (T&C)**; (2) this **Standard Contract Form**; (3) a Request for Response (RFR), other procurement solicitation document, or procurement exception supporting documentation; (4) the Contractor's response to the RFR or other solicitation, or scope of performance and budget for procurement exceptions; and (5) any other non-conflicting negotiated terms and conditions and attachments. Departments may not sign Vendor Contracts but may attach copies of the Contracts, with appropriate redaction of conflicting terms. A Contractor may not condition execution of the **Standard Contract Form** or the applicable T&C on the Department's signing the Contractor's contract or other contractual form, invoice, or other documents with additional or conflicting contractual terms. Any of these attached terms or documents shall be superseded by the documents in the order of precedence listed above.

**Note:** Any changes to the official printed language of this form shall be void. This form is designed to have data electronically added, rather than manually completed and table boxes will expand to accommodate text that is required to be added. Departments and Contractors may not alter the format or add fields to the form. The Department and a Contractor may negotiate by attachment, any additional language which clarifies their understanding of, but does not change, the language of the applicable **Commonwealth Terms and Conditions** and the **Standard Contract Form**. Clarifications may fill in the gaps and "spell-out" the understanding of the Department and the Contractor regarding their respective contract responsibilities. Clarifications may not be used to have the effect of negating, modifying, or replacing language in the applicable **Commonwealth Terms and Conditions** or this **Standard Contract Form**. For example, the following are acceptable additional terms: prior written notice periods, types of reports and timing of submission, details of delivery or acceptance of performance, records storage requirements, identifying what items are considered "deliverables" and what items are "contractor materials" that are already copyrighted or owned prior to the Contract, and are being used to complete performance. Ownership can not be conveyed after performance if the Commonwealth has paid for development of a deliverable with just compensation.

**Contract Should be Sent and Reviewed Electronically.** The **Standard Contract Form** is designed to be used electronically and should be reviewed by Contractors online to ensure access to hyperlinked references. Departments completing the **Standard Contract Form** for execution should enter the information electronically and send the form electronically to the Contractor to ensure timely completion and execution.

**Links to policies, procedures and legal references.** Text that appears italicized and underlined in the **Standard Contract Form** indicates a "hyperlink" that will link you to an Internet or bookmarked site for the particular reference being cited. Pressing the "Alt" and "F8" keys while in the Microsoft Word version of this document will display the full text of hyperlinks which can be copied and pasted or typed into your Internet browser address field if you can not connect directly to the Internet by clicking on a hyperlink. Hyperlinks to legal requirements such as statutes and regulations are links to unofficial versions of these documents. While reasonable efforts have been made to assure the accuracy of the data provided, Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited in this document. Instructions and hyperlinks may be added or changed without notice, so please periodically check this document at: [www.mass.gov/dsc](http://www.mass.gov/dsc) under *Guidance For Vendors - Forms* or at [www.mass.gov/dsc](http://www.mass.gov/dsc) under *QSD Forms* for updates.

A Department is **NOT** responsible for providing a paper copy of the **Standard Contract Form** instructions to Bidders or Contractors. The **Standard Contract Form** instructions are incorporated by reference into the **Standard Contract Form** and do not have to be filed with the completed Contract documents. Departments and Contractors are responsible for reviewing the **Standard Contract Form** electronically online including the instructions and hyperlinks.

**Contractor Name (and d/b/a):** Enter the full legal name of the Contractor's business as it appears on the Contractor's W-9 Form and the applicable **Commonwealth Terms and Conditions**. If Contractor also has a "doing business as" (d/b/a) name, both the legal name and the "d/b/a" name must appear in this section. Changes to the Contractor's Legal Name without a minor structural change (such as a merger or consolidation) will require an updated W-9 and **Commonwealth Terms and Conditions** signed by an Authorized Signatory of the Contractor and filed with CTR. The Department should update the Contract and attachments either at the time of the name change, or when the Contract is next amended. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Contractor's Vendor Code.

**Contractor Legal Address:** Enter the Legal Address of the Contractor which matches the W-9 filed for this Contractor where all tax reporting forms will be sent. This address must match the legal address the Contractor has on file with the Internal Revenue Service (IRS) and the Department of Revenue (DOR) and must match the 1099 information for the Vendor Code listed for this Contract. Updates to the Legal Address without a major structural change to the Contractor (such as a buyout, merger, or other change) requires an updated W-9 from an Authorized Signatory of the Contractor, but does not require other contract document changes. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Master and Legal Addresses for the Contractor's Vendor Code.

**Contractor Payment Remittance Address:** Also enter the "Remittance Address" if payments are to be mailed to a separate mailing address, which must match the remittance address on the W-9 submitted by the Contractor. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract. Updates to the Remittance Addresses requires an updated W-9 from an Authorized Signatory of the

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Funding accounts may change during the life of Contract. Please note that accounts with earmark language that provide a procurement exception may not be replaced in whole or in part with a different funding account (that does not have earmarked or procurement exception language) unless a procurement process or exception is supported under the new funding account. Earmark or procurement exception authorization in one account is not transferable to another funding source.

**CONTRACT TYPE:** The Department must select one of two options to indicate whether this is a **"NEW CONTRACT"** or a **"CONTRACT AMENDMENT/RENEWAL"** and complete the "Left" side only for New Contracts, and the "Right" side only for Contract Amendments/Renewals.

**FOR NEW CONTRACTS (left side):**

**COMPENSATION:** Identify if the Contract has a **Maximum Obligation** or is a **Rate Contract**:

- **Maximum Obligation.** A maximum obligation is used for either unit-based or project-based compensation when performance (commodity, service, grant, etc.) is predictable and measurable and a maximum amount of funds will be set aside for the Contract.
  - The amount entered in this space must be fully encumbered by the Department for the duration of the Contract (including "out years" for multi-year contracts) according to the **Effective Date**, and any settled obligations that are included.
  - Any fiscal year in which Contract Terms will still be effective, but no compensation will be paid, must also be reflected in MMARS to ensure that the total duration of the Contract is included.
  - The attached budget or cost information must match the Contract Maximum Obligation (or as amended) and the MMARS transaction.
- **Rate Contract.** A Rate Contract is used when the rate per unit of performance (e.g., commodity or service) is known but the number of units that will be needed during the Contract period is unknown or may vary based upon need or usage. Rate Contracts are also used when there are multiple Contractors available to provide performance and it is unknown which Contractor will be selected at any given time to provide performance. If the Rate Contract is signed solely with one Contractor, the Department must encumber sufficient funds on behalf the Contractor to support the anticipated use of the Contract. If the Rate Contract is signed with multiple Contractors that may or may not provide performance during the Contract period, the Department must encumber sufficient funds to support the anticipated use of the Contract. The encumbrances may be "vendor specific" with one encumbrance per Contractor, or may be done through a Departmental Master Agreement (MA) or a **CF with Event Type 51** ("open order") (if not tied to a Departmental MA (where funds are not encumbered on behalf of any single Contractor). Attach rates and types of unit (per hour, day, week, item, etc.) including any supporting documentation for rates. If rates are to be negotiated, attach a description of the process, index or schedule that will be used to negotiate the rates. Rate Contracts with negotiated rates should identify a range of rates or a cap in rates and may not be used for open-ended arrangements but are appropriate for lists of pre-qualified contractors and certain Statewide Contracts for which rates are negotiated on a per project, program, task or work order basis depending upon the performance required.

**Commonwealth Terms and Conditions That Apply To This Contract:** Check either "Commonwealth Terms and Conditions" or "Commonwealth Terms and Conditions for Human and Social Services", whichever is applicable to the Contract performance. (See Expenditure Classification Handbook for assistance in determining applicable Commonwealth Terms and Conditions). The applicable "T&C" is signed only once by the Contractor and filed by the initial contracting Department with the Office of the Comptroller (CTR) and is recorded on the VCUST table on the "Business Type" screen. The signed and filed Commonwealth Terms and Conditions will be incorporated by reference and apply to any contract, Grant or other agreement entered into by the Contractor and any Commonwealth Department. Therefore, Contractors do not have to re-sign the applicable T&C for subsequent procurements or contracts, unless the Contractor has a legal name change, or a major structural change.

Departments are required to verify that the T&C is executed by an Authorized Signatory of the Contractor. The applicable T&C must be on file at CTR PRIOR to submitting this Contract for encumbrance processing at either CTR or OSD, or if the Department has transaction delegation, prior to processing the encumbrances in MMARS. A Department must check the MMARS VCUST under the "Business Type" tab to determine if the Contractor has already signed the applicable Commonwealth Terms and Conditions and should not request additional copies if already filed. Contractors may submit photocopies of a previously signed T&C if so requested. Additional original T&Cs should not be retained by a Department, but must be sent to the Office of the Comptroller. Payee Unit to be maintained on file to ensure that CTR and the VCUST table reflect the most recent documents.

If the Contractor does not have the applicable Commonwealth Terms and Conditions on file and recorded on the MMARS VCUST table, the Department must complete a VCM on MMARS and then mail the completed Commonwealth Terms and Conditions to CTR's Payee Unit. Changes to the Contractor's identity during the period of the Contract require an updated W-9 and execution of another Commonwealth Terms and Conditions reflecting the new information. See Guidelines for Material Changes in Contractor Identity under Amendments, Suspensions, and Termination Policy. For more information on Vendor Code requirements see Vendor File Policy.

**Procurement or Exception Type:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected.

- **Commodity or Service Contracts.** If the Contract is for the procurement of commodities or services, the Department must indicate if the Contract was procured as a "Single Department Procurement/Single Department User Contract", "Single Department Procurement/Multiple Department User Contract", "Multiple Department Procurement/Limited Department User Contract", or a "Statewide Contract (Only for use by OSD or an OSD-designated Department)". See Commodities and Services Policy and Use of a Procurement by a Single or Multiple Departments for more information and documentation requirements for these options.
- **Grants.** If the Contract is being used for the award of a Grant, the Department must check "Grant". Grants are governed by 815 CMR 2.00 and State Grants and Federal Subgrants Policy. See "Required Standard Contract Form Contents" below for additional information.
- **Competitive Procurement Exception.** If the Contract did not result from a competitive procurement, the Department must check off the appropriate exception: "Emergency Contract", "Contract Employee", "Collective Purchase approved by OSD", a "Legislative/Legal Exemption" or "Other" (and specify procurement exception). Documentation proving the exception and a justification memorandum identifying how the Contractor was selected and why the selection represents best value, must also be attached. See "Required Standard Contract Form Contents" below for additional





intercept of other funds paid to the Contractor from other state Departments. The Contractor may not penalize any state Department or assess late fees, or cancel a Contract or other services if funds are intercepted due to outstanding taxes, child support, or other overdue debts of the Contractor.

- **Prompt Payment Discounts.** This section of the Contract/Amendment is used to identify prompt payment discounts that the Contractor has agreed to provide if the Contractor is issued payment in less than the standard payment cycle of 30 days via EFT. (See Commonwealth Bill Paying Policy and Prompt Pay Discount Policy). Prompt Payment Discounts are of greatest benefit to both the Commonwealth and the Contractor if the Contractor accepts payments through EFT. If the Contractor does not yet receive payments electronically, the Contractor should complete the Affidavit for EFT Payments Form. Prompt Payment Discounts should be negotiated for commodity and service contracts. If an Amendment is being executed, the current Prompt Payment Discounts should be re-entered and verified as current or new Prompt Payment Discounts should be entered if more beneficial to the Commonwealth. Check off the box if the Contractor has demonstrated a hardship from providing PPD or the Contract is for a grant, other financial assistance or other non-commodity or service that would not normally identify PPDs.
- **Invoices.** Invoices must be submitted in accordance with the terms of the Contract and the Bill Paying Policy. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year and reversion of appropriated funds. By signing this Contract or Amendment the Contractor agrees that if the Contractor fails to provide timely final invoices for final payments by August 15<sup>th</sup>, the Department may make payment based upon the terms and prices of the Contract for the goods or services that are accepted by the Department, and the Contractor's acceptance of payment shall release the Commonwealth from further claims for payment. If the Contractor disputes the final payment and refuses payment, available funds may revert and may be delayed significantly until funds are available to make payment once the dispute is resolved, and the Department will not be subject to late payment interest for this delay.
- **Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Contractor agrees the Department may request performance changes related to the Contract, or may negotiate additional performance from the Contractor to address the emergency needs of the Commonwealth (subject to appropriation), even if not contemplated under the original Contract. Departments will receive guidance on allowable or mandated emergency actions in the event of an emergency.

**Brief Description of Contract Performance:** Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract or the reason for the Contract or Amendment. The description is used to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract or the Contractor.

#### **Effective Date, Anticipated Start Date And End Date**

- The "Effective Date" of the Contract or Amendment is determined by the execution dates of the Contract and any required approvals as outlined in Section 1 of the applicable Commonwealth Terms and Conditions. For contracts exceeding the MMARS transaction delegation threshold that are routed through workflow to CTR and OSD may have the dates corrected in the state accounting system (MMARS) to reflect the legal Contract Effective Date, as appropriate.
- For Contracts using the Commonwealth Terms and Conditions, "the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later."
- For Human and Social Service Contracts using the Commonwealth Terms and Conditions for Human and Social Services, "the effective start date of a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of Secretariat authorization pursuant to G.L. c. 29, § 29B."

The Contractor and the Department are required to certify that the "Effective Date" of the Contract or Amendment being executed is the latest date the Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Start Date specified, or the date of any required approvals. If the Effective Date of the Contract or Amendment is later than the Start Date listed, the Contractor and Department agree that by signing the Contract or Amendment they have identified if any obligations have been incurred prior to the Effective Date for which a payment obligation has been triggered prior to that date, which shall be included as final settlement of these obligations as part of the Contract/Amendment and payment of these obligations shall release the Commonwealth from any claims related to these obligations.

- **Anticipated Contract/Amendment Start Date:** The Department must enter the "anticipated" start date of "obligations" under the Contract that will trigger a payment obligation. Departments must consider when a payment obligation is "incurred" (creates an obligation to make payment). For most goods, payments obligations are incurred when goods are delivered and accepted. For services, the Contract should specify if obligations are incurred based upon performance (such as performance charged at an hourly rate as services are provided; services for clients in residence; services upon request) or the date the services are made available (such as the start date of maintenance or customer service hours are available for use), or whether the performance obligation occurs at a later date, such as when a periodic, final report, program or system component is delivered and accepted, or other Contract milestone has been achieved (delivered and accepted). Most grants provide financial assistance for a public purpose, rather than a fee for service or good (or other performance) for the Department, and will have installment payments with obligations being incurred based upon the schedule of payments, grant milestones or reporting requirements in the Contract, not the actual date grant performance is started.
- **End Date of this Contract/Amendment:** The Department must enter the date the Contract will terminate. A Contract must be signed for at least the initial duration listed in the RFR, or other solicitation document (if applicable). Amendments to extend the termination date, such as exercising an option to renew, must be made using this Form and must be signed prior to any new obligations being incurred by the Contractor. Please see Amendments, Suspensions, and Termination Policy for additional guidelines.

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Current PASS), or copy of other solicitation, grant application, etc. (if applicable). The "Board Award Field" on MMARS Encumbrance must contain this reference number ID or exception ID (See Evidence of Exception below).

- ☐ **Evidence of Exception (if competitive procurement was not done):** Attach documentation for the exception: Justification Memorandum for Emergency, copies of legislative language or other legal exemption for Contracts with legislative earmark or legal exemption from procurement; copy of approval from OSD for Collective Purchase Contract with federal or other public entity, or copy of posting/bidding documentation and resume for Contract Employees. Attach copy of public posting or notice of intent to contract with Contractor, if done. Also include documentation of how the Contractor was selected and why this selection supports best value; See also 801 CMR 21.05 and "Competitive Procurement Exceptions" of the OSD Procurement Information Center (PIC). For grants, see by 815 CMR 2.00 and State Grants and Federal Subgrants Policy.
- ☐ Please note that if Emergency performance or other contract performance has been **fully completed** prior to signing this **Standard Contract Form**, and no additional performance is intended to be made after signing this Standard Contract Form, Departments may use the Settlement and Release Form in lieu of the Standard Contract Form to document completed performance to enable final payment.
- ☐ **Contractor's Response:** an original or true attest copy of the Contractor's Response (bid) to the RFR or Response to another procurement or grant application, or a copy of the Responses if the RFR/procurement was conducted by another procuring Department. Attach any additional negotiated terms that either modify or are in addition to the RFR or Response. If an RFR or other procurement was not done, attach a detailed description of the scope of performance, work or task order, and a detailed budget or schedule of fees or compensation for this Contract. Performance terms may not modify terms of applicable Commonwealth Terms and Conditions or Standard Contract Form.
- ☐ **Human and Social Services Contracts:** attach required Human and Social Services Attachments 1-6. See Instructions for Attachments.
- ☐ **Individual Contractors:** Departments hiring "individual contractors" as either "contract employees" or "independent contractors" are required to comply with the policy Individual Contractors - Independent Contractors vs. Contract Employees and attach the Employment Status Form.
- ☐ **Consultant Contracts (H01, N01-N14, U05 object codes per the Expenditure Classification Handbook):**
  - o **Contractor Disclosures:** Contractors must disclose Individuals with Financial Interest (if applicable), Other income (if applicable), and Key Personnel. Please note that key personnel may be deemed to be state or special state employees pursuant to G.L. c. 268A. Contractors may make required disclosures as part of the RFR Response, by attachment or may use the Consultant Contractor Mandatory Submission Form.
  - o **Secretariat Signoff:** Departments must obtain secretariat signoff for all contracts under G.L. s. 29A and s. 29B PRIOR to performance beginning. Secretariat signoff does not have to be on the Standard Contract Form, but must be included as part of the Contract File.
  - o **TELP (Tax Exempt Lease Purchase):** TELP attachments: ANF TELP Authorization Form, TELP Lease Purchase Quote, Acceptance Certificate, Essential Use Letter) must be included. Certificate of Appropriation and Payment Schedule. Payment schedules must use current MMARS standard recurring payment schedule; See RPSCHD (TELP-quarterly, TEMO-monthly, TESA-semi-annual, TEAN-annual). TELPs paid with state funds must use the Commonwealth TELP (ITD) or the Statewide TELP (OSD). Please note that TELP payments take the highest priority for payment, even above payroll. Contact CTR immediately if Department faces any uncertainty of making TELPs payments on time. Please coordinate with ANF to ensure sufficient allotments to make timely payments.
  - o **Legal Services Contracts (H02, N03):** All Commonwealth Departments are required to obtain:
    - o **GOV Approval:** Attorneys Hired by Executive Departments are required to competitively procure all legal services (See 801 CMR 21.01(2)(a)) and obtain prior approval of the Governor's Chief Legal Counsel PRIOR to posting or hire (See G.L. c. 30A s. 65).
    - o **AGO Review:** PRIOR to the start of performance, prior review of planned services by the Office of the Attorney General (AGO) for legal representation of the Department under a contract, and appointment as a Special Assistant Attorney General "SAAG" for litigation services. The Attorney General Review Form for Attorneys Providing Legal Services form must be completed and mailed (with required attachments) to the AGO for any new legal services contract, and for any significant amendment to the scope of services under an existing contract, PRIOR to the start of performance or a material change in performance. See: Attorney General Policy for Prior Review of Attorneys.
    - o **MMARS Encumbrance - Rates and Purpose in Comments Field:** For Executive Departments, the MMARS encumbrance "Comments field" must contain the Units and "Rates" or "Range of Rates" for the services and a brief description of the type of services under the engagement to enable completion of annual reporting requirements under G.L. c. 30A s. 65. Departments that fail to include this information as part of the original encumbrance will be required to modify the encumbrance to add this information in order to complete reporting requirements.

## CONTENT CHECKLIST FOR AMENDMENTS

- ☐ Attach a detailed description of the changes that are being made to the scope of performance (if any), and any corresponding changes to the detailed budget or schedule of fees. For renewals funded by continuing accounts, verify if any carry over funds from prior fiscal years need to be re-authorized for the current or a future fiscal year.
- ☐ For Interim Contracts (or for grants), attach justification memorandum for reasons for Interim Contract (or for grant).
- ☐ If Contractor is undergoing a major structural change which impacts the underlying procurement, the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identity Form INSTEAD of this Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information. Performance terms may not modify terms of applicable Commonwealth Terms and Condition or Standard Contract Form.

## CONTENT CHECKLIST FOR ALL CONTRACTS AND AMENDMENTS

- ☐ **Form W-9** If Contractor is not already on VCUST table (new Contracts): If new W-9, file with CTR with T&C and VCC. For Existing Vendors, verify that VCUST matches any new W-9 and the Standard Contract Form, and if there is new information on W-9 or **Standard Contract Form**, update VCUST with updated W-9 and VCM. For Amendments, no updates are necessary unless the Contractor's information on the **Standard Contract Form** is changing which may require an updated W-9 and T&C. If Contractor is undergoing a major structural change which impacts the underlying



- The Contractor shall comply with all applicable state laws and regulations including Massachusetts General Laws, Official Code of Massachusetts Regulations, Part 1 CMR Listing, 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.
- The Contractor agrees to the terms for "Effective Date" and "Payments" and any terms under the Instructions of this Contract or Amendment. The Contractor certifies that there is no authorization to deliver performance for which compensation is sought under this Contract or Amendment (even if requested by the Department or any other Commonwealth representative) prior to the effective date and that any oral or written representations, commitments or assurances made by the Department or any other Commonwealth representative are not binding and a Department may not back-date this Contract or Amendment in order to cover the delivery of performance prior to the Effective date. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of a Contract or Amendment.
- The Contractor certifies Tax Compliance with Federal tax laws, State tax laws including G.L. c. 62C, G.L. c. 62D, c. 49A (the Contractor has complied with all laws of this commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue) reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A s. 12.
- The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment.
- The Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules. Contractors must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.
- **Corporations** If incorporated, the Contractor certifies that it has identified the Contractor's state of incorporation, and the Contractor certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the Contractor is a foreign corporation, the Contractor certifies compliance with all requirements for certification, reporting, filing of documents and service of process.
- **Filing of required certificates and reports.** The Contractor certifies compliance with filing requirements for the Secretary of the Commonwealth and Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth;
- **Employer requirements.** If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act); AGO Ojoosomers and Civil Rights.
- **Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., Disability Law Resources; the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 673, the 42 USC c. 45 (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272 s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 92 s. 103; 47 USC c. 5, et. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authored under Massachusetts Executive Order 478 or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.
- **Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place; and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- **Executive Orders.** For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders (for most recent, see Governor's Executive Orders) including but not limited to:
  - **Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established the Contractor certifies under the pains and penalties of perjury they shall not knowingly use undocumented workers in connection with the performance of Contracts; that, pursuant to federal requirements, they shall verify the immigration status of all workers assigned to Contract without engaging in unlawful discrimination; and that they shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a Contract may be regarded as a material breach, subjecting Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.
  - **Executive Order 478, Non-discrimination, Diversity, Equal Opportunity, and Affirmative Action, And Executive Order 390, Establishing an Affirmative Market Program in Public Contracting.** The Contractor and any subcontractors may not engage in discriminatory employment practices;





## Car\_00001\_GeneralReport\_20110502125255.txt

Date	Reads	Alarms	Rejected	alarms
2011-05-02		5	1	0
2011-05-01		181	0	0
2011-04-30		223	1	0
2011-04-29		2111	5	3
2011-04-28		1767	5	5
2011-04-27		1427	4	2
2011-04-26		146	0	0
2011-04-25		665	3	0
2011-04-24		437	1	0
2011-04-23		19	0	0
2011-04-21		4	0	0
2011-04-20		762	1	0
2011-04-19		673	0	1
2011-04-18		982	5	6
2011-04-17		1347	3	3
2011-04-16		1593	3	8
2011-04-15		1431	2	3

Car\_00001\_GeneralReport\_20120521134258.txt

Date	Reads	Alarms	Rejected	alarms
2012-05-21		120	0	0
2012-05-20		1	0	0
2012-05-19		307	0	0
2012-05-18		56	0	0
2012-05-09		119	0	0
2012-05-08		14	0	0
2012-04-27		1749	0	0
2012-04-26		503	0	0
2012-04-25		1080	0	0
2012-04-23		100	0	0
2012-04-21		435	0	0
2012-04-20		249	0	0
2012-04-19		153	0	0
2012-04-18		295	0	0
2012-04-17		540	0	0
2012-04-16		271	0	0
2012-04-15		768	0	0
2012-04-14		182	0	0
2012-04-13		443	0	0
2012-04-12		349	0	0
2012-04-11		90	0	0
2012-04-10		28	0	0

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Date	Reads	Alarms	Rejected	alarms
2011-05-02		3	1	0
2011-05-01		181	0	0
2011-04-30		223	1	0
2011-04-29		2111	5	3
2011-04-28		1767	5	5
2011-04-27		1427	4	2
2011-04-26		146	0	0
2011-04-25		665	3	0
2011-04-24		437	1	0
2011-04-23		19	0	0
2011-04-21		4	0	0
2011-04-20		762	1	0
2011-04-19		673	0	1
2011-04-18		982	5	6
2011-04-17		1347	3	3
2011-04-16		1593	3	8
2011-04-15		1431	2	3